

3-0606 03-29

AGREEMENT

Between

TOWNSHIP OF PEMBERTON

and

PEMBERTON TOWNSHIP EMPLOYEES UNION
LOCAL 2783 and DISTRICT COUNCIL 71
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

January 1, 1987 through December 31, 1989

Law Offices:

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PREAMBLE

This Agreement entered into this day of , 1988, by and between the Township of Pemberton, in the County of Burlington, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and the Pemberton Township Employees Union, Local 2783, affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union" represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Pemberton Township Employees Union, local 2783, affiliated with District Council 71, American Federation of State, County and Municipal Employees, AFL-CIO as the exclusive negotiating agent for the provisional and permanent employees in the following positions:

Clerk	Water Meter Reader
Clerk Typist	Truck Driver
Court Clerk Typist	Senior Permit Clerk-Typing
Assessing Clerk	Park Maintenance Worker
Data Control Clerk-Water	Painter/Park Maintenance Worker
Police Records Clerk	Police Radio Dispatcher
Senior Clerk Transcriber	Water Repairer
Senior Assessing Clerk	Heavy Equipment Operator
Clerk Bookkeeper	Water Foreman
Clerk Stenographer	Asst. Animal Control Officer
Violation Clerk	Animal Control Officer
Senior Clerk Bookkeeper	Senior Clerk/Stenographer
Building Service Worker	Data Entry Machine Operator
Laborer	Welfare Investigator

Purchasing Assistant

Technical Assistant, Office of
the Construction Official,
Typing

B. Any additional job classifications hereafter
created shall be discussed with the Union.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in

furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

11-22-88 from
Saline.

ARTICLE III

DUES DEDUCTION/AGENCY SHOP

A. Dues deductions to the Union for members covered by this Agreement shall be made by the Township from said employees authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union by the fifteenth (15th) of each month following the monthly pay period from which deductions are made. Employees shall have the authority to withdraw the authorization to the Township to deduct dues on their behalf. Any such written authorization to deduct dues may be withdrawn by the employee at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall become effective to halt deductions as of the January 1st next succeeding the date on which notice of withdrawal is filed. The Union will provide the necessary "check-off authorization forms" and deliver those signed forms to the Township Treasurer or other appropriate Township official.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice, on official Union letterhead thirty (30) days prior to the effective date of

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ARTICLE III

A. Dues deductions to the Union for members covered by this Agreement shall be made by the Township from said employees authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union by the fifteenth (15th) of each month following the monthly pay period from which deductions are made. Employees shall have the authority to withdraw the authorization to the Township to deduct dues on their behalf. Any such written authorization to deduct dues may be withdrawn by the employee at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall become effective to halt deductions as of the January 1st next succeeding the date on which notice of withdrawal is filed. The Union will provide the necessary "check-off authorization forms" and deliver those signed forms to the Township Treasurer or other appropriate Township official.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice, on official Union letterhead thirty (30) days prior to the effective date of

such change, the change in the rate of membership dues.

C. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Union regarding salary deduction authorization cards submitted by the Union to the Township.

AGENCY SHOP

A. The employer agrees to deduct the fair share from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Committee.

C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only

to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the employer.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the employer or require the employer to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employer in reliance upon

salary deduction authorization cards or the fair share assessment information as furnished by the Union or the employer, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE IV

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position for stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees with due process.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

- 1 -

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

E. The Township agrees that during the term of this Agreement there shall be no "lock-out" under the penalties provided in this Article.

ARTICLE V

HOURS AND OVERTIME

A. The normal working week shall consist of the present total of an average of forty (40) hours per week, as presently scheduled .

B. Overtime shall be paid for all time worked in excess of forty (40) hours per week and for the purposes of this Article, paid, unworked time shall be considered as time worked. Overtime shall be based upon a "time worked, time paid" basis, computed on actual minutes worked. Overtime shall be paid at the rate of time and one-half (1 1/2) the employee's regular straight time hourly rate of pay.

C. Overtime must be authorized in advance by the Department Head or his designee. All employees may be required to work a reasonable amount of overtime and overtime shall be distributed as equitably as practicable among the employees qualified and capable of performing the available work, except that an employee shall not be removed from a job in which said employee is performing on a particular day, in order to provide such equitable distribution of overtime.

D. Any employee required to work on a holiday recognized by this Agreement shall receive time and one-half

(1 1/2) his regular straight time hourly rate of pay for all work performed on the holiday, in addition to a day's pay at straight time for the holiday as such.

E. Meals During Emergency Overtime

The Township shall provide each employee, who is called back to work for any reason of emergency (and shall not include manpower shortages due to employee vacations or other authorized leaves of absence), with a meal of not more than a six (\$6.00) dollar cost in accordance with the provisions noted below. An employee shall be entitled to the aforementioned meal during the emergency at the end of four (4) hours of continuous work outside the employee's normal work day if such work assignment shall be for a duration of five (5) or more hours. This provision shall be applicable for each five (5) hour period of continuous work thereafter.

F. Commencing with the signing of this contract, an employee who is called in to work after having left the premises of the Township, at a time not contiguous to the employee's regular work day, shall receive a minimum of two (2) hours' pay at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay for work performed during the call-in period.

ARTICLE VI

VACATIONS

A. The number of years of service to the Township for purposes of vacations will be determined as of January 1st of each year, except during the first and last years of service when the determination as to years of service will be the date of appointment and the vacation leave will be pro-rated as to actual time on the job.

B. All employees shall be granted annual vacation leave based upon the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Days Earned</u>
Date of hire through the third (3rd) year of service	Twelve (12) vacation days
Beginning fourth (4th) year thru tenth (10th) year of service	Fifteen (15) vacation days
Beginning eleventh (11th) year thru fifteenth (15th) year of service	Twenty (20) vacation days
Over fifteen (15) years of service	Twenty-five (25) vacation days

C. Vacation leave shall be scheduled for the mutual convenience of the Township and its employees. Vacation

shall be scheduled by the Department Head or designee so as not to interfere with the efficient operation of the Department.

D. If in any calendar year vacation leave is not used, the unused vacation leave for that year shall be used during the next succeeding year only.

E. Vacation schedules shall be posted on the bulletin board within each department by the Township on January--2nd of each year and they shall remain posted until March 15th for the employees to select their vacations on a seniority basis in one (1) week blocks. In the event an employee has failed to make a selection by the aforementioned deadline, such employee may, nevertheless, make a vacation selection thereafter without regard to seniority for such vacation time as remains available on the schedule.

ARTICLE VII

LEAVES OF ABSENCE

A. Injury in the Line of Duty

If any employee is injured in the line of duty and unable to work, he shall be entitled to injury leave with full pay during the period he is unable to perform his duties. Certification of injury in the line of duty shall be made by the Township's designated physician, and, if necessary, by the Township insurance carrier physician as well. If an employee sustains an injury while in the Township's employ and on duty, the employee will be continued without loss of pay for a maximum of one (1) year from the date of the accident. Such eligibility for this leave is determined by the definition of job injury as set out in the New Jersey Workers' Compensation Law.

B. Personal Leave

The Township will permit all employees covered by this Agreement to take up to two (2) personal leave days per year with pay. The request for personal leave shall be made to the Department Head or designee at least one (1) week prior to its anticipated use and the scheduling of such leave shall not interfere with the efficient operation of the

employee's respective department. In the event of an emergency, as defined below, the week's notice requirement may be waived by the Department Head or designee. An emergency condition or situation is one which the employee could not have reasonably anticipated and/or which requires personal attention or action by that employee that cannot be postponed for at least one (1) week and that cannot be reasonably accomplished during non-working hours. Failure to use the personal leave time in question shall not cause the Township to make any payment for such time not utilized and personal leave shall not be cumulative in nature.

C. Bereavement Leave

The Township shall provide all employees covered under the term of this Agreement with three (3) calendar days of leave of absence, from the day of death or the day of funeral, with pay in the event of a death in the immediate family. Immediate family, as defined for this Article, shall include, husband, wife, father, mother, father-in-law, mother-in-law, brother, sister, child, step-child, ward, legal guardian, step-mother and step-father, son-in-law, daughter-in-law, grandmother and grandfather. Failure to use bereavement leave shall not cause the Township to make any

payment for such time not utilized and bereavement leave shall not be cumulative in nature. The Township Administrator or designee may also grant, in his discretion, up to two (2) days travel time, if needed, for the employee to travel to and from the funeral.

D. Union Leave

The Township shall, during the life of this Agreement, provide time off, with pay, to a maximum of two (2) persons (with no more than one from any single department) as designated by the president of the Union, to attend union business or attend union conventions, for a period not to exceed five (5) working days per year. Said five (5) day requirement shall be cumulative in nature for both persons in that neither person may take more than five (5) days off combined for union business during any year. Unused Union leave shall not accumulate from year to year.

ARTICLE VIII

HEALTH AND WELFARE INSURANCE

A. The Township shall continue to provide medical, life and disability insurance as was in effect on December 31, 1986.

B. Disability income protection will apply to all full time permanent and provisional employees after a ninety (90) day waiting period for new employees.

1. The terms of the disability protection plan for nonoccupational accidents or sickness are exactly as spelled out on page 3, "Schedule of Group Insurance Benefits for Eligible Employees," dated August 1, 1976. (See Addendum No. 1 to his contract.)

2. Life insurance benefits are as spelled out on page 3, "Schedule of Group Insurance Benefits for Eligible Employees," dated August 1, 1976. (See Addendum No. 1 to this contract.)

C. The Township shall provide prescription coverage for all Township employees for a \$2.00 co-pay plan without contraceptives.

D. The Township shall provide a dental program including family coverage comparable to the plan dated

September 1, 1984 on file with the Township Clerk.

E. The Township retains the right to change carriers and/or self-insure so long as substantially similar benefits are provided.

F. Commencing January 1, 1987, the Township will pay up to twenty-five (\$25.00) dollars per year aggregate for an eye examination or prescription glasses for an employee or a member of the employee's family. "Family" includes the employee's spouse and children only.

G. In the event an employee and such employee's spouse are both employed by the Township, the Township shall cover one (1) such individual under an appropriate family or husband and wife plan, and the other individual shall receive a two hundred (\$200.00) dollar cash payment per year in lieu of receiving separate insurance coverage.

ARTICLE IX

UNIFORM ALLOWANCE

A. Upon commencing employment with the Township, each employee covered by this Agreement shall be provided five (5) industrial uniforms. A uniform shall consist of one (1) shirt and one (1) pair of pants. In addition to the shirt and pants, each employee shall receive one (1) winter jacket and foul weather gear as is necessary and required by the Township. Once an employee has received said uniforms, the Township shall replace said uniforms on a "wear-and-tear" basis. In this regard, the employee must bring to the Department Head or designee the article of clothing in question in order for the Township to determine whether or not the item shall be replaced. (This provision shall only apply to persons "in question" who are presently receiving uniforms.)

B. The Township shall pay to all employees covered by this Agreement an annual cleaning allowance of one hundred five (\$105.00) dollars in 1987, one hundred ten (\$110.00) dollars in 1988, and one hundred fifteen (\$115.00) dollars in 1989. This cleaning allowance shall be prorated on a monthly basis. If an employee terminates his employment with the

Township for any reason during the year, the employee shall receive only the amount of clothing maintenance payable for the month(s) during which the employee worked for the Township. Specifically excluded from this Article are police dispatchers who shall receive the same allowance as uniformed police officers.

C. The Township will supply two (2) smocks to each employee of the Data Processing Division of the Finance Department at a cost not to exceed twenty (\$20.00) dollars each. Smocks will be replaced on a "wear-and-tear" basis as cited in Section A of this Article.

ARTICLE X
LONGEVITY AND SALARY

A. Longevity

All full-time employees, except those on probation, in addition to their annual salaries, shall be paid upon their base pay during each pay period longevity payment as follows:

After five (5) continuous years of service	- 3%
After ten (10) continuous years of service	- 4%
After fifteen (15) continuous years of service	- 5%

Longevity payments shall be included with base salary payments, but shall not be considered for purposes of retirement or overtime.

B. Salary

For 1987, the 1986 wage rate schedule reflecting hourly rates for all steps in each Salary Range as attached will be increased by forty-five (45) cents.

For 1988, the 1987 wage rate schedule reflecting hourly rates for all steps in each Salary Range as attached will be increased by fifty-five (55) cents.

For 1989, the 1988 wage rate schedule reflecting

hourly rates for all steps in each Salary Range as attached will be increased by forty-five (45) cents.

C. The Township at its option may institute a payroll plan for payroll every two (2) weeks, that is twenty-six (26) pays per year. The Township may do this to begin January 1, 1989. Otherwise, the Township will give the employees covered under this Agreement not less than sixty (60) days prior to the institution of such payroll plan.

D. Animal Control Officers shall receive a shift differential of ten percent (10%) of their hourly wage for those hours worked on weekends.

ARTICLE XI

EDUCATIONAL PROVISIONS

A. Tuition shall be reimbursed by the Township for all college level equivalent courses and educational training courses beginning with January 1, 1987 in which the employee maintains a "C" or better average or a "Passing" grade for those courses graded Pass/Fail. All course participation must be authorized by the Township Administrator in advance and must directly relate to the work responsibilities of the employee.

B. Upon successful completion of the courses of the college level equivalent courses and educational training courses pursuant to Section A and upon presentation of appropriate verification, the Township will reimburse the employee for the cost of required books purchased for those courses.

ARTICLE XII

SAFETY AND HEALTH

A. The Township shall maintain safe and healthful working conditions for all employees covered by this Agreement and will provide employees with any wearing apparel, including foul weather clothing, tools or devices that may be reasonably necessary to insure their health and safety.

B. The Union shall designate a safety committee for each unit of representation. It shall be their responsibility to investigate unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general to make appropriate recommendations to either or both parties. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Township's facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions. Said inspections shall be conducted during working hours with no loss of pay for a period not to exceed one (1) hour per week, unless additional time is specifically requested and authorized by the Township

~~1~~
Administrator.

C. The Township shall provide employees official identification.

ARTICLE XIII

NON-DISCRIMINATION

The Township and the Union agree not to discriminate against any individual with respect to hiring, compensation, and/or terms or conditions of employment covered by this Agreement because of such individual's race, color, creed, religion, sex, national origin, handicap or age. The Union and the Township agree not to discriminate against any employee covered by this Agreement because of his membership or non-membership in the Union.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1

A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement. Also included in the scope of grievable items are disciplinary actions which are appealable to Civil Service as a matter of right. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the department.

Section 2

Complaints may be initiated by an employee to his superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

Section 3

When the Union wishes to present a grievance for itself or for an employee or group of employees for settlement or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

Step 1: Within five (5) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Union, or his duly authorized representative, shall present the grievances in writing to the Department Head or his duly designated representative. The Department Head shall answer the grievance within five (5) working days.

Step 2: If the grievance is not resolved at Step 1 or if no answer has been received within the time set forth in Step 1, the Union shall present the grievance within five (5) working days in writing to the Township Administrator. This presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. The Township Administrator shall answer the grievance in writing within fifteen (15) working days after receipt of the grievance setting forth the position of the employer.

Step 3: If the grievance is not resolved at Step 2 or

if no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing within ten (10) working days to the Township Committee. The final decision of the Township Committee shall be given to the Union in writing within thirty (30) days after the receipt of the grievance, said time period may be extended by consent of the Union.

Step 4: If the grievance has not been settled by the parties at Step 3 of the grievance procedure or if no answer in writing by the Township Committee has been received by the Union within the time provided in Step 3, the Union may invoke arbitration of the grievance in accordance with Article XV hereof.

In the event a grievance is not processed in accordance with the time limitations set forth above, unless such time limitations are waived by both parties, the grievance shall be deemed satisfactorily resolved and no further action may be taken pursuant to this Article.

ARBITRATION

Section 1

(a) Any grievance not settled by the grievance

procedure as herein provided may be referred to an arbitrator as hereinafter provided.

(b) The Union may institute arbitration proceedings when the grievance procedure has been exhausted by requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. A copy of said request shall be forwarded to the Township Committee.

(c) The costs for the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(d) The Township and the Union shall be limited to placing one (1) issue before an arbitrator at any one (1) time. The arbitrator shall be prohibited from hearing more than one (1) grievance, except by mutual consent of the parties. The arbitrator shall be bound by the provisions of the Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, subtract

from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless agreed to otherwise by the parties.

(e) The arbitrator's decision shall be final and binding on all parties.

(f) In any case where the grievance may be appealed to the New Jersey Department of Civil Service, the election of arbitration shall preclude resort by the employee or the Union to the Department of Civil Service. Conversely, if the grievance is appealed to the Department of Civil Service, the employee or Union shall be barred from proceeding to arbitration in accordance with this Article.

ARTICLE XV

SICK LEAVE

A. Sick leave shall be defined as an absence of an employee from post or duty because of illness, accident or exposure to contagious disease.

B. Permanent full-time employees shall accrue sick leave on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Permanent part-time employees shall receive sick leave on a prorated basis.

C. Employees covered under this Agreement have the option to indefinitely accumulate sick leave or, in any given year, to request payment for any unused sick leave for that year only up to a maximum of fifty (50%) percent of that year's sick leave at the employee's rate of pay as of the previous July 1st. Payment under this provision shall be made on or about December 15th. However, employees must notify the Township that they are electing to receive payment under this provision, in writing, no later than November 1st of each year with the amount of sick leave eligible for payment to be determined as of that date. Furthermore,

in order to qualify for payment, an employee must maintain a bank of at least fifteen (15) sick days, not including the days sought for reimbursement.

D. The word "day" as used in this Agreement shall constitute the normal working day. Limitations on the number of sick and vacation days shall remain as heretofore.

E. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

b. The appointing authority may require

proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(1) In case of leave of absence due to exposure to a contagious disease, a certification from the Department of Health shall be required.

(2) In the case of death in the immediate family, reasonable proof shall be required.

(3) The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

F. There shall be no entitlement for payment of accumulated sick leave upon termination or retirement of any employee covered by this Agreement.

ARTICLE XVI

HOLIDAYS

A. All employees covered under the terms of this Agreement shall celebrate the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving
Easter Monday	Friday after Thanksgiving
Memorial Day	Christmas

B. Holidays that fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday. Holidays that fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

C. Any employee who is required to work on a holiday shall receive pay at time and one-half (1 1/2), as well as a normal day's pay.

D. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and thier scheduled workday immediately following the holiday or holiday weekends unless excused by the Department Head.

Employees who are on leave of absence without pay will not be eligible for holiday pay.

E. Holiday pay referred to in Section C of this Article shall not be included in calculation of payments to the retirement system, nor be considered as part of base salary for the purpose of determining longevity or overtime.

ARTICLE XVII

UNION INFORMATION

A. The Township shall provide bulletin boards for the unit covered by this Agreement. Notices of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union on the bulletin boards. Such notices shall be signed by the Union president or designee prior to posting and must be on Union letterhead. No notices of a political nature nor notices disrespectful to the Township or officials of the Township shall be posted on said bulletin boards. The Township will make available the bulletin of the State Department of Personnel for job openings.

B. It is agreed that representatives of the employer and the Union will meet from time to time upon the request of either party to discuss matters of general interest or concern, matters that are not necessarily a grievance as such. Said meetings shall be initiated by written request of either party and shall reflect the precise agenda of the meeting.

C. The Township will allow membership packets furnished by the Union to be placed in a suitable area so

they may be obtained by new employees.

D. All positions applicable under this contract that become vacant within the Township shall be published on bulletin boards.

ARTICLE XVII

SENIORITY

Seniority shall be a consideration concerning the promotion of employees.

ARTICLE XIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1987 through December 31, 1989. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Pemberton, New Jersey, on this 29 day of November, 1988.

PEMBERTON TOWNSHIP EMPLOYEES
ASSOCIATION, LOCAL 2783 and
DISTRICT COUNCIL 71, AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

TOWNSHIP OF PEMBERTON
COUNTY OF BURLINGTON

Raymond Williams

By: Charles Meyer
Mayor

Attest:

Attest:

Linda H. Daley

Charlotte Chewlart
Clerk
Nov. 22, 1988

(9)
Nov. 29, 1988